

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE IN FULL

This Settlement Agreement and Release in Full ("Agreement") is between Gerardo Hernandez (hereinafter referred to as "Plaintiff") on the one hand; and Spring Charter Inc. and Satnam LLC (hereinafter collectively referred to as "Defendants") on the other hand. Plaintiff and Defendants are collectively referred to as the "Parties."

SECTION 1 RECITALS

- 1.1 Plaintiff has filed a lawsuit, captioned *Gerardo Hernandez v. Spring Charter Inc., et al.*, Case No. 3:19-cv-01479-TSH, in the United States District Court for the Northern District of California (the "Action"), alleging that certain aspects of the facility known as Valley Market Gas, located at 2303 Spring Street in Redwood City, California (the Facility), violate the accessibility requirements of Title III of the Americans with Disabilities Act ("ADA"), and applicable California state laws and regulations.
- 1.2 After considering the substantial expense and uncertainty associated with the Action, the Parties desire to settle all claims and disputes Plaintiff may have with the "Released Parties"¹ relating to the operation of the Facility for valuable consideration. That desire manifests itself by concluding all pending litigation between the Parties relating to the Facility without admitting liability, except for Plaintiff's claim for attorney's fees and costs

¹ The "Released Parties" shall collectively include Defendants, and any other entity (present, future, or former), known or unknown, whom Plaintiff might claim to be liable for the Facility. Examples of these entities include licensees, lessors, franchisees, franchisors, employees, attorneys, agents, officers, directors, successors, predecessors, subsidiaries, divisions, affiliates, individuals, firms, insurance companies, reinsurance companies and third-party administrators.

which issue shall be reserved for further motion to the Court as set forth in section 2.3 below.

- 1.3 Therefore, without admitting liability, the Parties agree to resolve all of Plaintiff's claims and disputes against the Released Parties relating to the Facility, except for Plaintiff's claim for attorney's fees and costs which issue shall be reserved for further motion to the Court as set forth in section 2.3 below, in consideration for the following terms set forth in this Agreement.

SECTION 2 - SETTLEMENT AND PAYMENT.

- 2.1 Payment by Defendants to Plaintiff. Defendants shall pay to Plaintiff the total sum of \$4,000.00 for damages (the Settlement Payment). The Settlement Payment shall be in the form of a cashier's check made payable to the Moore Law Firm, P.C. Trust Account and tendered to the Moore Law Firm, P.C., 332 North Second Street, San Jose, California 95112 within ten (10) days of the date Plaintiff's signature on this Agreement is provided, via email, to counsel for Defendants. If any payment required hereunder is not received within five days of the date it is due, Defendants shall be required to pay an additional \$50.00 as and for a late fee. In the event that any payment required hereunder is returned for insufficient funds, closed account, or any other reason, Defendants shall be required to pay a returned check fee of \$25.00, in addition to the late fee as set forth above if the replacement payment is not received within five days of the original payment due date. As set forth at section 2.3 below, the Settlement Payment does not include Plaintiff's attorney's fees and costs, which will be addressed by way of motion to the Court.

2.2 Facility Renovations. Defendants hereby agree, to the extent they have not already done so, to make each and every modification and accommodation to the Facility as set forth below such that each item complies with the new construction standards set forth in the 2010 Americans with Disabilities Act Standards for Accessible Design and California Code of Regulations, Title 24, Part 2, Chapter 11B (the 2016 California Building Code). These changes are to be completed within six (6) months of the Effective Date of this Agreement.

2.2.1 Provide a properly configured, located, and identified van-accessible parking stall with adjacent access aisle.

2.2.2 Provide proper tow-away signage.

2.2.3 Provide a properly positioned paper towel dispenser and windshield squeegee at the designated accessible fuel pump.

2.2.4 Eliminate excessive height changes and gaps in the walking surface along the route(s) of travel from the public sidewalk, designated accessible fuel pump, and designated accessible parking to the store entrance only to the extent possible by grinding and/or filling the existing pavement.

2.2.5 Provide clear level ground space adjacent to the air hose control, fire extinguishers, and emergency pump shut-off switch to the extent possible by grinding and/or filling the existing pavement, and position the operable parts of each such item within proper reach ranges.

- 2.2.6 Provide and maintain proper clear width of the accessible route of travel to and clear floor space adjacent to the interior fire extinguisher.
- 2.2.7 Provide "Disabled Fueling Assistance Available" signage at the fuel pumps, and implement a policy whereby disabled patrons may request fueling assistance.
- 2.2.8 Defendants hereby represent that the exterior cashier pass-through is not used at any time and based upon this representation, Plaintiff will not require that Defendants make the pass-through accessible.
- 2.2.9 Provide a properly configured threshold at the store entrance.
- 2.2.10 Provide a proper uninterrupted smooth portion on the bottom of the push side of the store entrance door.
- 2.2.11 Properly adjust and maintain the operating pressure and closing speed of the store entrance door.
- 2.2.12 Provide and maintain proper clear space on the accessible portion of the transaction counter.
- 2.2.13 Provide and maintain proper clear width and turning clearances around the display shelving within merchandise aisles, and proper clear width of the alcove between the reach-in beverage refrigerator and coffee counter.
- 2.2.14 Provide a properly configured accessible beverage counter, and position the self-serve items and appliances (e.g. coffee pots, microwave, lids, cups, sugar, straws, stir sticks, blank lottery ticks, etc.) within proper reach ranges.

- 2.2.15 Position the restroom key within proper reach ranges.
 - 2.2.16 Post directional signage at the entrance on the west side of the building, accessed from the public sidewalk, indicating the location of the entrance to the designated accessible restroom.
 - 2.2.17 Provide proper identifying signage at the exterior door leading to the designated accessible restroom.
 - 2.2.18 Provide a properly configured threshold and proper level exterior landing at the exterior door leading to the designated accessible restroom.
 - 2.2.19 Provide a proper uninterrupted smooth portion on the bottom of the push side of the exterior door leading to the designated accessible restroom.
 - 2.2.20 Provide and maintain proper maneuvering clearances at the door to the designated accessible restroom.
 - 2.2.21 Provide and maintain proper maneuvering clearances within the designated accessible restroom.
 - 2.2.22 Properly position the toilet in the designated accessible restroom.
 - 2.2.23 Position the soap dispenser, paper towel dispenser, and coat hooks in the designated accessible restroom within proper reach ranges and adjacent to an accessible route of travel.
 - 2.2.24 Provide a properly positioned mirror in the designated accessible restroom.
- 2.3 Plaintiff's Claim for Attorneys' Fees and Costs. The Settlement Payment described herein fully compensates Plaintiff for her damages incurred in this

Action, but does not include Plaintiff's claim for attorneys' fees and costs.

The Parties agree that Plaintiff may bring a motion for her attorneys' fees and costs to the Court within 45 days of the Effective Date of this Agreement. Only for purposes of Plaintiff's motion for attorneys' fees and costs, Defendants will not dispute that Plaintiff is the prevailing party in this Action, but shall instead only be entitled to dispute the reasonableness of Plaintiff's request for fees and costs.

SECTION 3 - PLAINTIFF'S RELEASE AS TO DEFENDANTS AND OTHERS

- 3.1 Release in Full. In consideration for and subject to the Settlement Payment and the terms contained within this Agreement, Plaintiff, and those acting on Plaintiff's behalf (including heirs, beneficiaries, executors, administrators, successors, agents and assigns), shall forever release the Released Parties for all claims, currently known or unknown, foreseeable or unforeseeable, relating to the Facility including the claims contained within the Action, but expressly excluding Plaintiff's claim for attorneys' fees and costs which claim is reserved for future motion to the Court as set forth in section 2.3 herein.
- 3.2 Examples of Release. Example of claims released by Section 3.1 include physical or mental injury, pain and suffering, prejudgment interest, compensatory damages, punitive and exemplary damages, insurance and/or reinsurance coverage, benefits, premiums, or medical expenses for treatment Plaintiff may have received, or may receive in the future; this list is not exhaustive. However, excluded from this Agreement are claims that cannot be waived by law and Plaintiff's claim for attorneys' fees and costs

which claim is reserved for future motion to the Court as set forth in section 2.3 herein.

- 3.3 Civil Code Section 1542 Waiver. Plaintiff expressly waives the rights provided under California Civil Code Section 1542, which states that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff understands the significance and consequences of a California Civil Code Section 1542 waiver, and hereby assumes full responsibility for any damages or losses caused by this waiver.

- 3.4 Covenant Not to Sue. Plaintiff, and those acting on behalf of Plaintiff (including heirs, beneficiaries, executors, administrators, successors, and assignees), agree not to file lawsuits or administrative complaints for any claims related to the Facility, which occurred or could have been brought prior to the execution of this Agreement. Any lawsuit or administrative complaint that violates this section shall constitute a breach of this Agreement, and entitle the Released Parties to all relief available under the law.

- 3.5 Dismissal of the Action. Within five (5) business days of receiving the Settlement Payment, Plaintiff's counsel shall file the Stipulation and Proposed Order dismissing the Action with prejudice ("Stipulation") which Stipulation is attached hereto as Exhibit A. The Parties acknowledge that the Stipulation has been approved for filing exactly as shown on Exhibit A,

and that it provides that the Court shall retain jurisdiction over this Action for purposes of adjudicating Plaintiff's attorneys' fees and costs motion.

3.6 Full and Knowing Waiver. Each Party consulted with an attorney, or had the opportunity to consult with an attorney, and executed this Agreement with a complete understanding of its legal effect. The Parties understand that executing this Agreement expressly waives all of the aforementioned rights, and binds them to the terms of this Agreement.

3.7 Scope. The terms of this Agreement shall only apply to the Facility as defined herein.

SECTION 4 WARRANTIES

4.1 Capacity of the Parties. The Parties warrant that each has the full power, capacity, and authority to enter into this Agreement, and that no claim, right, demand, action, or cause of action, relating to the Facility was assigned to any entity who is not a Party to this Agreement. Further settlement agreements are not necessary to resolve any of the claims (actual or potential) relating to the Facility including the ones contained within the Action.

4.2 Binding on Parties. The Parties warrant that if the facts, upon which this Agreement is based, are found to be different from the facts now believed to be true, this Agreement will remain binding and effective. The Parties expressly accept, and assume the risk of, the possibility that differences exist, and agree that this Agreement shall remain binding and effective.

4.3 Other Costs and Attorneys' Fees. Plaintiff and the Moore Law Firm, P.C. warrant that no counsel (other than the Moore Law Firm, P.C.) is entitled to

the Settlement Payment, and Plaintiff will indemnify Defendants for their attorneys' fees and costs should any such claim be made.

- 4.4 Voluntary Action by Parties. The Parties enter into this Agreement knowingly and voluntarily, in order to avoid the expense of continued litigation.

SECTION 5 - DENIAL OF LIABILITY

- 5.1 Denial of Liability. The Released Parties deny all allegations contained in the Action. The Parties expressly represent, understand and assent that this Agreement is a compromise of disputed claims, and shall not be construed as an admission of liability by the Released Parties. Nor shall any acts, omissions, or statements by the Parties be construed as an admission of liability. Nothing contained in this Agreement shall be admissible evidence in any judicial, administrative, or other legal proceeding, other than a proceeding for breaching this Agreement and in Plaintiff's motion for attorney's fees and costs described in section 2.3 herein..

SECTION 6 - GENERAL PROVISIONS

- 6.1 Entire Agreement. This Agreement constitutes the entire Agreement by the Parties hereto with respect to all of the matters discussed herein, and supersedes all prior or contemporaneous discussions, communications, or Agreements, expressed or implied, written or oral, by or between the Parties.
- 6.2 Governing Law. This Agreement shall be interpreted and governed according to the laws of the State of California.

- 6.3 Binding on Successors. The provisions of the Agreement shall be binding upon, and shall inure to the benefit of the successors, assigns, heirs, executors, and administrators of the respective Parties.
- 6.4 No Amendment Without Writing. The Parties agree that this Agreement shall not be amended, unless that amendment is made in writing and signed by each Party.
- 6.5 Waiver. The waiver of a breach of this Agreement shall not be construed as a waiver of any subsequent breach.
- 6.6 Severability. The paragraphs and provisions of this Agreement are severable; if any paragraph or provision is found unenforceable, the remaining paragraphs and provisions shall remain in full effect.
- 6.7 Construction. The Parties acknowledge that they have reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.
- 6.8 Effective Date. This Agreement shall become effective and enforceable on the date executed by Plaintiff.
- 6.9 Attorney Fees for Enforcement of Agreement. In the event that future and additional litigation is reasonably required by the Parties, either individually or collectively, to remedy a breach of this Agreement and/or to enforce the Parties' respective rights pursuant to this Agreement, the prevailing party or parties as determined by a court of competent jurisdiction shall be entitled to recover from the non-prevailing party as also determined by a court of

competent jurisdiction all reasonable costs, attorneys' fees, and expenses reasonably incurred in such future and additional litigation.

6.10 Counterparts. This Agreement may be executed in counterparts, and authentic facsimile, digital, or scanned signatures shall be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date specified below.

Dated: Nov 13, 2019 _____



Gerardo Hernandez (Nov 13, 2019)

Plaintiff, Gerardo Hernandez

Dated: _____

Defendant, Spring Charter Inc.

Print Name: _____

Print Title: _____

Dated: _____

Defendant, Satnam LLC

Print Name: _____

Print Title: _____

competent jurisdiction all reasonable costs, attorneys' fees, and expenses reasonably incurred in such future and additional litigation.

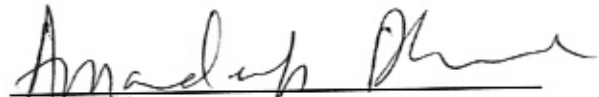
6.10 Counterparts. This Agreement may be executed in counterparts, and authentic facsimile, digital, or scanned signatures shall be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date specified below.

Dated: _____

Plaintiff, Gerardo Hernandez

Dated: 11/14/2019


Defendant, Spring Charter Inc.

Print Name: AMANDEEP DHILLON

Print Title: CEO

Dated: 11/14/2019


Defendant, Satnam LLC

Print Name: PARAM DHILLON

Print Title: MEMBER

EXHIBIT B



Inventory of Time and Costs

Date: 02/10/2020

Moore Law Firm, P.C.

Hernandez v. Spring Charter Inc. Valley Market & Gas

Services

| Type | Timekeeper | Date | Notes | Quantity | Rate | Total |
|---------|-------------|------------|--|----------|----------|----------|
| Service | Whitney Law | 02/27/2019 | Receive materials from client; open new matter; perform conflict check | 0.40 | \$150.00 | \$60.00 |
| Service | Whitney Law | 02/27/2019 | Review client correspondence; prepare memo for investigation; email to investigator | 0.30 | \$150.00 | \$45.00 |
| Service | Whitney Law | 02/27/2019 | Email to client | 0.10 | \$150.00 | \$15.00 |
| Service | Whitney Law | 03/05/2019 | Review prefilling investigation memo and photos; confer w/TM | 0.20 | \$150.00 | \$30.00 |
| Service | Whitney Law | 03/07/2019 | Confer w/TM; note to file | 0.10 | \$150.00 | \$15.00 |
| Service | Tanya Moore | 03/07/2019 | A106 Communicate (with client) L110 Fact Investigation/Development: Phone conference with the client. | 1.00 | \$475.00 | \$475.00 |
| Service | Tanya Moore | 03/11/2019 | A104 Review/analyze L110 Fact Investigation/Development: Attention to client's correspondence and instructions to WL re investigation. | 1.00 | \$475.00 | \$475.00 |
| Service | Whitney Law | 03/13/2019 | Receive additional information and documents from client | 0.30 | \$150.00 | \$45.00 |
| Service | Whitney Law | 03/15/2019 | Research defendants | 0.40 | \$150.00 | \$60.00 |
| Service | Whitney Law | 03/15/2019 | Draft complaint | 0.40 | \$150.00 | \$60.00 |
| Service | Whitney Law | 03/15/2019 | Correspondence to/from client; revise complaint | 0.20 | \$150.00 | \$30.00 |
| Service | Tanya Moore | 03/15/2019 | A103 Draft/revise L210 Pleadings: Reviewed all information, research, communications with the client and | 1.70 | \$475.00 | \$807.50 |

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| | | | finalized the complaint for filing. Communications with the client re [REDACTED] | | | |
| Service | David Guthrie | 03/18/2019 | Communication with client. Review and verification of draft complaint. | 0.20 | \$120.00 | \$24.00 |
| Service | David Guthrie | 03/18/2019 | Communication with client: Receive and review verification of draft complaint. | 0.10 | \$120.00 | \$12.00 |
| Service | David Guthrie | 03/21/2019 | File Complaint: Prepare Civil Cover Sheet and Proposed Summons; prepare Complaint with Verification as pdf. File via CAND ECF. | 0.70 | \$120.00 | \$84.00 |
| Service | Tanya Moore | 03/21/2019 | A104 Review/analyze L140 Document/ File Management: Reviewed doc 1-2 | 0.10 | \$475.00 | \$47.50 |
| Service | Tanya Moore | 03/21/2019 | A104 Review/analyze L140 Document/ File Management: Reviewed doc 3 | 0.10 | \$475.00 | \$47.50 |
| Service | David Guthrie | 03/22/2019 | Receive case assignment. Download Judge's Orders and other required documents from court website. Mail Chambers Copy of case opening documents to Court. Prepare letter to CA Comm on Disability Access and mail same with copy of filed Complaint; Send copy of filed Complaint to client. | 0.60 | \$120.00 | \$72.00 |
| Service | David Guthrie | 03/22/2019 | Receive Scheduling Order and Issued Summons from Court. Review Scheduling Order. Send summons, complaint and associated documents out for service. | 0.50 | \$120.00 | \$60.00 |
| Service | Tanya Moore | 03/22/2019 | A104 Review/analyze L140 Document/ File Management: Reviewed doc 4-5 | 0.10 | \$475.00 | \$47.50 |
| Service | Tanya Moore | 03/29/2019 | A104 Review/analyze L140 Document/ File Management: Reviewed doc 6 | 0.10 | \$475.00 | \$47.50 |
| Service | Tanya Moore | 04/11/2019 | A101 Plan and prepare for L160 Settlement/Non-Binding ADR: Phone call with Param, notes to the file, phone call to the client, instructions to WL re preparation of a limited release. | 1.00 | \$475.00 | \$475.00 |
| Service | Whitney Law | 04/11/2019 | Confer w/TM; prepare limited release and email to client [REDACTED] | 0.40 | \$150.00 | \$60.00 |
| Service | Tanya Moore | 04/11/2019 | A103 Draft/revise L140 Document/File Management: Preparation of a limited release and communications with WL and client re same. | 1.00 | \$475.00 | \$475.00 |
| Service | Whitney Law | 04/11/2019 | Email to defendant with settlement offer | 0.30 | \$150.00 | \$45.00 |
| Service | David Guthrie | 04/17/2019 | Communication with process server re service update of defendants. | 0.10 | \$120.00 | \$12.00 |

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| Service | David Guthrie | 04/19/2019 | Receive (2) POs, review for accuracy. | 0.20 | \$120.00 | \$24.00 |
| Service | David Guthrie | 04/22/2019 | File (2) POS via CAND ECF. Calendar date Answers due. | 0.20 | \$120.00 | \$24.00 |
| Service | Tanya Moore | 04/22/2019 | A104 Review/analyze L140 Document/ File Management: Reviewed doc 7-8 | 0.10 | \$475.00 | \$47.50 |
| Service | Whitney Law | 04/29/2019 | Note to file re: answer filed | 0.10 | \$150.00 | \$15.00 |
| Service | Tanya Moore | 06/06/2019 | A101 Plan and prepare for L230 Court Mandated Conferences: Attention to deadlines and preparation for the mandatory meet and confer, attention to correspondence with the opposing counsel re same. Instructions to IM. | 0.30 | \$475.00 | \$142.50 |
| Service | Tanya Moore | 06/28/2019 | A101 Plan and prepare for L230 Court Mandated Conferences: Reviewed memo from IM and instructions re preparation for the mandatory JSI. | 0.50 | \$475.00 | \$237.50 |
| Service | Tanya Moore | 07/03/2019 | A101 Plan and prepare for L230 Court Mandated Conferences: Reviewed memo from IM and phone call with Mr. Preonas in preparation for the JSI. Discussed stipulation and instructions to IM re drafting one for my review. | 0.50 | \$475.00 | \$237.50 |
| Service | Tanya Moore | 07/07/2019 | Correspondence with opposing counsel: Reviewed correspondence from Mr. Preonas and attention to correspondence with the client re same. | 1.00 | \$475.00 | \$475.00 |
| Service | Whitney Law | 07/08/2019 | Email to client re: [REDACTED] | 0.10 | \$150.00 | \$15.00 |
| Service | Tanya Moore | 07/08/2019 | A106 Communicate (with client) L160 Settlement/Non-Binding ADR: tc w/ Hernandez re Offer and letter from Preonas. Notes to the file. | 0.50 | \$475.00 | \$237.50 |
| Service | Whitney Law | 07/15/2019 | Prepare Plaintiff's initial disclosures | 0.20 | \$150.00 | \$30.00 |
| Service | Tanya Moore | 07/15/2019 | A106 Communicate (with client) L120 Analysis/Strategy: Conference with the client re [REDACTED], instructions to WL re finalizing the draft and service. | 0.50 | \$475.00 | \$237.50 |
| Service | Tanya Moore | 07/18/2019 | A106 Communicate (with client) L120 Analysis/Strategy: Conference with the client and instructions to WL re preparation of the settlement agreement. | 1.00 | \$475.00 | \$475.00 |
| Service | Whitney Law | 07/18/2019 | Prepare settlement agreement and send to client for review | 0.30 | \$150.00 | \$45.00 |
| Service | Tanya Moore | 07/18/2019 | A106 Communicate (with client) L140 | 1.00 | \$475.00 | \$475.00 |

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| | | | Document/File Management: Attention to the settlement agreement drafted by WL, correspondence and phone call with the client re [REDACTED], instructions to WL re correspondence with the opposing counsel. | | | |
| Service | Whitney Law | 07/25/2019 | Email to defense counsel with revised settlement agreement | 0.20 | \$150.00 | \$30.00 |
| Service | Tanya Moore | 07/25/2019 | A101 Plan and prepare for L230 Court Mandated Conferences: Preparation for the mandatory JSI and correspondence with Mr. Preonas re same. Confer with the consultant in preparation for the inspection. | 0.50 | \$475.00 | \$237.50 |
| Service | Tanya Moore | 07/26/2019 | A109 Appear for/attend L230 Court Mandated Conferences: Travel to Redwood City to attend the mandatory JSI (1.5), site inspection (1) plus travel back to the office (1.5), Notes to the file re site inspection and correspondence with Mr. Preonas. (.5) | 4.50 | \$475.00 | \$2,137.50 |
| Service | Tanya Moore | 07/29/2019 | A101 Plan and prepare for L230 Court Mandated Conferences: Attention to memo from IM and deadlines for the mandatory meet and confer. Instructions re same. | 0.10 | \$475.00 | \$47.50 |
| Service | Tanya Moore | 07/29/2019 | A101 Plan and prepare for L230 Court Mandated Conferences: Preparation for meet and confer with Mr. Preonas | 0.10 | \$475.00 | \$47.50 |
| Service | Tanya Moore | 07/31/2019 | Preparation for and tc with Mr. Preonas. Instructions to IM Re scheduling of the IN PERSON meet and confer | 0.50 | \$475.00 | \$237.50 |
| Service | Tanya Moore | 07/31/2019 | A101 Plan and prepare for L230 Court Mandated Conferences: Reviewed correspondence from Mr. Preonas and instructions to IM re communications with the client re [REDACTED] and preparation of a stipulation. | 0.30 | \$475.00 | \$142.50 |
| Service | Tanya Moore | 07/31/2019 | Phone call with opposing counsel: Phone call with Mr. Preonas, discussed the site inspection, meet and confer date, we will provide the list upon receipt from our consultant. | 0.50 | \$475.00 | \$237.50 |
| Service | Tanya Moore | 08/02/2019 | A103 Draft/revise L140 Document/File Management: Attention to stipulation and instructions to IM re same. | 0.30 | \$475.00 | \$142.50 |
| Service | Tanya Moore | 08/05/2019 | A104 Review/analyze L120 Analysis/ | 0.10 | \$475.00 | \$47.50 |

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| | | | Strategy: Reviewed and analyzed document 13 | | | |
| Service | Whitney Law | 09/10/2019 | Email to consultant re: JSI findings | 0.10 | \$150.00 | \$15.00 |
| Service | Tanya Moore | 09/12/2019 | A104 Review/analyze L220 Preliminary Injunctions/Provisional Remedies: Reviewed report and instructions re drafting of the SAR. | 1.00 | \$475.00 | \$475.00 |
| Service | Whitney Law | 09/17/2019 | Review consultant's findings from joint site inspection; prepare settlement agreement and list of barriers identified at joint site inspection; send all to client [REDACTED] | 0.20 | \$150.00 | \$30.00 |
| Service | Tanya Moore | 09/17/2019 | A103 Draft/revise L140 Document/File Management: Attention to stipulation drafted by IM. | 0.10 | \$475.00 | \$47.50 |
| Service | Tanya Moore | 09/17/2019 | Correspondence with opposing counsel: Attention to correspondence from Mr. Preonas re mandatory meet and confer and follow up re stipulation. | 0.40 | \$475.00 | \$190.00 |
| Service | Whitney Law | 09/18/2019 | Review consultant's findings from joint site inspection; prepare settlement agreement and list of barriers identified at joint site inspection; send all to client [REDACTED] | 1.20 | \$150.00 | \$180.00 |
| Service | Tanya Moore | 09/18/2019 | Correspondence with opposing counsel: Reviewed deadlines and correspondence with Mr. Preonas. | 0.40 | \$475.00 | \$190.00 |
| Service | Tanya Moore | 09/18/2019 | A103 Draft/revise L140 Document/File Management: Reviewed settlement agreement prepared by WL and conference with the client re [REDACTED] | 0.50 | \$475.00 | \$237.50 |
| Service | Whitney Law | 09/19/2019 | Email to defense counsel with draft settlement agreement and list of barriers | 0.20 | \$150.00 | \$30.00 |
| Service | Tanya Moore | 09/23/2019 | A104 Review/analyze L120 Analysis/Strategy: Reviewed and analyzed document 15 | 0.10 | \$475.00 | \$47.50 |
| Service | Tanya Moore | 09/26/2019 | Spoke with Preonas re IR and \$ demand | 0.50 | \$475.00 | \$237.50 |
| Service | Tanya Moore | 10/09/2019 | Correspondence with opposing counsel: Reviewed correspondence from Mr. Preonas, instructions to WL re revisions and redline to the SAR, preparation for the conference with the client re same. | 1.00 | \$475.00 | \$475.00 |
| Service | Whitney Law | 10/10/2019 | Confer w/TM re: revisions to settlement agreement; redline same and send to client [REDACTED] | 0.30 | \$150.00 | \$45.00 |

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| Service | Tanya Moore | 10/10/2019 | A103 Draft/revise L140 Document/File Management: Attention to revisions to the SAR and preparation for a conference with the client. | 0.40 | \$475.00 | \$190.00 |
| Service | Tanya Moore | 10/10/2019 | A106 Communicate (with client) L160 Settlement/Non-Binding ADR: tc client re [REDACTED]. Instructions to WL re correspondence with the opposing counsel. | 0.50 | \$475.00 | \$237.50 |
| Service | Tanya Moore | 10/14/2019 | Correspondence with opposing counsel: Reviewed correspondence from Preonas, items listed, reviewed SAR approved by the client and instructions to WL re providing it to Mr. Preonas. | 0.50 | \$475.00 | \$237.50 |
| Service | Whitney Law | 10/14/2019 | Email to Preonas with revised settlement agreement | 0.10 | \$150.00 | \$15.00 |
| Service | Whitney Law | 10/16/2019 | Follow up email to Preonas re: draft settlement agreement | 0.10 | \$150.00 | \$15.00 |
| Service | Whitney Law | 10/17/2019 | Receive defense counsel's redlines to settlement agreement; send to client | 0.10 | \$150.00 | \$15.00 |
| Service | Whitney Law | 10/17/2019 | Confer w/TM re: revisions to settlement agreement; redline same; email to defense counsel with monetary demand and note to file | 0.30 | \$150.00 | \$45.00 |
| Service | Tanya Moore | 10/17/2019 | A106 Communicate (with client) L160 Settlement/Non-Binding ADR: Phone call with the client re [REDACTED]. Reviewed communications with Mr. Preonas re counter and meet and confer last minute rescheduling and second phone call with the client. Correspondence to Mr. Preonas with the response. | 1.50 | \$475.00 | \$712.50 |
| Service | Tanya Moore | 10/17/2019 | A104 Review/analyze L140 Document/File Management: Reviewed the invoice for privileged communications. | 0.50 | \$475.00 | \$237.50 |
| Service | Tanya Moore | 10/18/2019 | A109 Appear for/attend L230 Court Mandated Conferences: Time to prepare and appear for the meet and confer. Reviewed the consultant's report and SAR, phone call with the client. | 2.00 | \$475.00 | \$950.00 |
| Service | Tanya Moore | 10/18/2019 | A103 Draft/revise L140 Document/File Management: Appear for the meet and confer. meeting with the client before and after. | 2.00 | \$475.00 | \$950.00 |
| Service | Whitney Law | 10/18/2019 | Prepare settlement agreement for meet and confer | 0.10 | \$150.00 | \$15.00 |

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|---------|-------------|------------|--|------|----------|------------|
| Service | Whitney Law | 10/31/2019 | Prepare notice of need for mediation | 0.20 | \$150.00 | \$30.00 |
| Service | Tanya Moore | 11/01/2019 | A104 Review/analyze L120 Analysis/ Strategy: Reviewed and analyzed document 16 | 0.10 | \$475.00 | \$47.50 |
| Service | Tanya Moore | 11/04/2019 | A104 Review/analyze L120 Analysis/ Strategy: Reviewed and analyzed document CASE REFERRED TO MEDIATION | 0.10 | \$475.00 | \$47.50 |
| Service | Tanya Moore | 11/07/2019 | A104 Review/analyze L190 Other Case Assessment, Development and Administration: Reviewed disclosures and photographs provided by defendants, several emails to Megan. Meet and confer correspondence re deficiency of defense initial disclosures in an attempt to avoid a motion to compel. | 3.00 | \$475.00 | \$1,425.00 |
| Service | Tanya Moore | 11/07/2019 | A101 Plan and prepare for L120 Analysis/ Strategy: Attention to Offer of Judgment and instructions to WL re draft of a letter with a settlement proposal incorporating their offer. | 1.00 | \$475.00 | \$475.00 |
| Service | Whitney Law | 11/08/2019 | Confer w/TM re: meet and confer; prepare correspondence to defense counsel | 0.40 | \$150.00 | \$60.00 |
| Service | Whitney Law | 11/08/2019 | Finalize TM's letter and email to defense counsel | 0.10 | \$150.00 | \$15.00 |
| Service | Whitney Law | 11/08/2019 | Prepare settlement agreement leaving fees and costs for motion; send to client [REDACTED] | 0.30 | \$150.00 | \$45.00 |
| Service | Tanya Moore | 11/08/2019 | A101 Plan and prepare for L160 Settlement/Non-Binding ADR: Conference with the client re [REDACTED] | 0.50 | \$475.00 | \$237.50 |
| Service | Whitney Law | 11/11/2019 | Email to defense counsel with draft settlement agreement reserving fees and costs for motion | 0.10 | \$150.00 | \$15.00 |
| Service | Tanya Moore | 11/11/2019 | Correspondence with opposing counsel: Attention to finalizing the SAR and stipulation and correspondence with the opposing counsel. | 0.40 | \$475.00 | \$190.00 |
| Service | Whitney Law | 11/13/2019 | Follow up email to Preonas re: draft settlement agreement | 0.10 | \$150.00 | \$15.00 |
| Service | Whitney Law | 11/13/2019 | Receive email and phone call with Mr. Preonas, finalize settlement agreement and circulate for signatures | 0.30 | \$150.00 | \$45.00 |

| | | | | | | |
|---------|-------------|------------|---|------|----------|----------|
| Service | Tanya Moore | 12/02/2019 | A101 Plan and prepare for L160 Settlement/Non-Binding ADR: Reviewed correspondence from the mediator, responsive emails by Mr. Preonas and reply to the mediator re status of the case and motion for fees/costs. Reviewed tasks and deadlines, and instructions to IM re scheduling the deadline to file the motion. | 0.50 | \$475.00 | \$237.50 |
| Service | Tanya Moore | 12/10/2019 | A101 Plan and prepare for L250 Other Written Motions and Submissions: Preparation for atty fee motion, attention to stipulation and deadlines, communications with IM re same | 0.40 | \$475.00 | \$190.00 |
| Service | Tanya Moore | 12/11/2019 | A101 Plan and prepare for L250 Other Written Motions and Submissions: Began preparation for attorney fee motion. Instructions to WL re preparation of a demand to the opposing counsel. | 0.50 | \$475.00 | \$237.50 |
| Service | Whitney Law | 12/12/2019 | Confer w/TM and prepare settlement offer for fees and costs | 0.40 | \$150.00 | \$60.00 |
| Service | Whitney Law | 12/12/2019 | Email to Preonas with fee awards per his request | 0.10 | \$150.00 | \$15.00 |
| Service | Tanya Moore | 12/12/2019 | Correspondence with opposing counsel: Attention to correspondence from Mr. Preonas and instructions to WL re response to his request for additional information re attorney fee motions. | 0.40 | \$475.00 | \$190.00 |
| Service | Tanya Moore | 01/11/2020 | A101 Plan and prepare for L250 Other Written Motions and Submissions: Began preparation of the fee motion. | 0.10 | \$475.00 | \$47.50 |
| Service | Tanya Moore | 01/16/2020 | Correspondence with the client. | 0.50 | \$475.00 | \$237.50 |
| Service | Whitney Law | 01/17/2020 | Commence preparation of attorney's fees motion | 0.10 | \$150.00 | \$15.00 |
| Service | Whitney Law | 01/17/2020 | Confer w/TM and prepare correspondence to defense counsel re: LR 54-5 | 0.40 | \$150.00 | \$60.00 |
| Service | Tanya Moore | 01/17/2020 | Correspondence with opposing counsel: Instructions to WL re begin motion preparation and emails with Preonas re calculation of reasonable fees | 0.40 | \$475.00 | \$190.00 |
| Service | Tanya Moore | 01/17/2020 | Correspondence with opposing counsel: Correspondence with Mr. Preonas. | 0.40 | \$475.00 | \$190.00 |
| Service | Tanya Moore | 01/21/2020 | A103 Draft/revise L250 Other Written Motions and Submissions: Attention to attorney fee motion. Reviewed email and | 0.70 | \$475.00 | \$332.50 |

| | | | | | | |
|---------|-------------|------------|--|------|----------|----------|
| | | | correspondence - no response from Mr. Preonas to my email of 1/17 requesting a meet and confer re fees/costs. Continued research on the motion. | | | |
| Service | Tanya Moore | 01/23/2020 | Correspondence with opposing counsel: Attention to correspondence with the opposing counsel Mr. Preonas. | 0.10 | \$475.00 | \$47.50 |
| Service | Whitney Law | 01/23/2020 | Continued preparation of fees motion | 1.30 | \$150.00 | \$195.00 |
| Service | Whitney Law | 01/24/2020 | Review correspondence from Preonas and confer w/TM re: stipulating to additional time to file fees motion; prepare stipulation and send to Preonas | 0.40 | \$150.00 | \$60.00 |
| Service | Tanya Moore | 01/24/2020 | Correspondence with opposing counsel: Reviewed correspondence from Mr. Preonas re fee reduction and instructions to WL re preparation of a response. | 1.50 | \$475.00 | \$712.50 |
| Service | Whitney Law | 01/27/2020 | Preparation of response to Preonas letter re fees motion | 1.40 | \$150.00 | \$210.00 |
| Service | Whitney Law | 01/27/2020 | Continue preparation of fees motion and declarations | 2.10 | \$150.00 | \$315.00 |
| Service | Tanya Moore | 01/27/2020 | A101 Plan and prepare for L250 Other Written Motions and Submissions: Attention to draft of the motion by WL and instructions, redline and revisions. | 2.00 | \$475.00 | \$950.00 |
| Service | Tanya Moore | 01/27/2020 | A103 Draft/revise L250 Other Written Motions and Submissions: Further revisions to the Motion, Declarations attached and reviewed of exhibits. | 1.00 | \$475.00 | \$475.00 |
| Service | Tanya Moore | 01/27/2020 | A104 Review/analyze L140 Document/ File Management: Reviewed court's order re additional time to file the fee motion and instructions to WL re same. | 0.10 | \$475.00 | \$47.50 |
| Service | Whitney Law | 01/28/2020 | Email to Preonas re: meet and confer | 0.10 | \$150.00 | \$15.00 |
| Service | Tanya Moore | 01/28/2020 | A101 Plan and prepare for L250 Other Written Motions and Submissions: Preparation for the meet and confer with Mr. Preonas. | 0.10 | \$475.00 | \$47.50 |
| Service | Tanya Moore | 01/29/2020 | A101 Plan and prepare for L460 Post-Trial Motions and Submissions: tc w/ Preonas re further discussions and counter. He was not ready to counter but promised to get hold of his clients and advise if there is a counter no later than Friday. Confer with WL re deadlines and confirming email to Mr. Preonas re same. | 0.50 | \$475.00 | \$237.50 |

| | | | | | | |
|---------|-------------|------------|---|------|----------|------------|
| Service | Whitney Law | 01/30/2020 | Email to Preonas following up on TM's phone call and email of yesterday | 0.10 | \$150.00 | \$15.00 |
| Service | Whitney Law | 01/31/2020 | Email to Preonas with a second reminder of expiration of settlement offer | 0.10 | \$150.00 | \$15.00 |
| Service | Whitney Law | 02/03/2020 | Review correspondence received from Preonas and confer w/TM | 0.20 | \$150.00 | \$30.00 |
| Service | Tanya Moore | 02/03/2020 | Correspondence with opposing counsel: Preparation of a response to Mr. Preonas, instructions to WL re supplemental billing, time entries analysis and update to the client re [REDACTED] reviewed draft prepared by WL and approved for sending to Mr. Preonas. | 0.90 | \$475.00 | \$427.50 |
| Service | Whitney Law | 02/03/2020 | Prepare response to Preonas letter | 0.50 | \$150.00 | \$75.00 |
| Service | Tanya Moore | 02/05/2020 | A101 Plan and prepare for L250 Other Written Motions and Submissions: tc with Preonas re settlement, he has not discussed it with his client yet, notes to the file, instructions to WL re further work on the fee motion. | 0.50 | \$475.00 | \$237.50 |
| Service | Whitney Law | 02/06/2020 | Revisions to motion for fees and costs | 1.70 | \$150.00 | \$255.00 |
| Service | Whitney Law | 02/06/2020 | Receive settlement offer from Preonas; confer w/TM and relay counter demand; note to file | 0.20 | \$150.00 | \$30.00 |
| Service | Whitney Law | 02/09/2020 | Continued preparation and revisions to motion for fees and costs | 4.70 | \$150.00 | \$705.00 |
| Service | Tanya Moore | 02/09/2020 | A103 Draft/revise L250 Other Written Motions and Submissions: Reviewed initial draft of the motion, revisions to the motion and instructions re revisions to the motion and declarations to WL. Multiple communications with WL re finalizing the motion. | 3.00 | \$475.00 | \$1,425.00 |
| Service | Whitney Law | 02/10/2020 | Draft and revise declarations in support of fees motion | 2.10 | \$150.00 | \$315.00 |
| Service | Whitney Law | 02/10/2020 | Further revise and finalize MPA re fees motion | 1.40 | \$150.00 | \$210.00 |
| Service | Tanya Moore | 02/10/2020 | A103 Draft/revise L430 Written Motions and Submissions: Finalized motion and declarations, reviewed exhibits and approved for filing. | 1.00 | \$475.00 | \$475.00 |
| Service | Whitney Law | 02/10/2020 | Compile exhibits for fees motion | 0.80 | \$150.00 | \$120.00 |
| Service | Whitney Law | 02/10/2020 | Check citations for fees motion | 0.40 | \$150.00 | \$60.00 |

Quantity Subtotal 78.8

Services Subtotal \$27,829.50

Expenses

| Type | Date | Notes | Total |
|---------|------------|---|------------|
| Expense | 03/15/2019 | E106 Online research: Deed research | \$5.00 |
| Expense | 03/21/2019 | E112 Court fees: Court Filing Fee: Application Name: CAND CM ECF Pay.gov Tracking ID: 26G8QT58 Agency Tracking ID: 0971-13191771 Transaction Type: Sale Transaction Date: Mar 21, 2019 5:35:29 PM | \$400.00 |
| Expense | 03/22/2019 | E108 Postage: Chambers copy case opening docs | \$0.65 |
| Expense | 04/16/2019 | E119 Experts: Robert Ferris invoice 2009 | \$180.88 |
| Expense | 04/19/2019 | E113 Subpoena fees: County Process Invoice cop-2019003769; service of process Satnam LLC | \$74.80 |
| Expense | 04/19/2019 | E113 Subpoena fees: County Process Invoice cop-2019003768; service of process Spring Charter, Inc. | \$54.80 |
| Expense | 09/12/2019 | E119 Experts: CASp Inspected Invoice#- 19062 | \$2,590.00 |

Expenses Subtotal \$3,306.13

Quantity Total 78.8

Subtotal \$31,135.63

Total \$31,135.63

EXHIBIT C

From: notification@pay.gov
Sent: Thursday, March 21, 2019 2:35 PM
To: david@moorelawfirm.com
Subject: Pay.gov Payment Confirmation: CAND CM ECF

Your payment has been submitted to Pay.gov and the details are below. If you have any questions or you wish to cancel this payment, please contact CAND Help Desk at (866) 638-7829.

Application Name: CAND CM ECF
Pay.gov Tracking ID: 26G8QT58
Agency Tracking ID: 0971-13191771
Transaction Type: Sale
Transaction Date: Mar 21, 2019 5:35:29 PM

Account Holder Name: Tanya Moore, Moore Law Firm, PC Transaction Amount: \$400.00 Card Type: AmericanExpress
Card Number: *****1002

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.

EXHIBIT D

County Process Service, Inc.
 31 E. Julian Street
 San Jose, CA 95112
 Phone: (408) 297-6070
 Fax: (408) 516-9890
 Tax Id 72-1593294

INVOICE

Invoice #COP-2019003768
 4/19/2019

APR 19 REC'D

Moore Law Firm, P.C.
 332 N Second Street
 San Jose, CA 95112

Case Number: Northern 319 CV 01479 TSH

Plaintiff:
Hernandez

Defendant:
Spring Charter Inc., et. al.

Received: 3/23/2019 Served: 3/28/2019 3:05 pm COPRO FED W MAILING
 To be served on: Spring Charter, Inc.; Agent: Amandeep Kaur Dhillon

ITEMIZED LISTING

| Line Item | Quantity | Price | Amount |
|--|----------|-------|----------------|
| Additional Service Same Time / Address | 1.00 | 35.00 | 35.00 |
| Mailing | 1.00 | 3.00 | 3.00 |
| Copies @ \$.15/page | 112.00 | 0.15 | 16.80 |
| TOTAL CHARGED: | | | \$54.80 |
| BALANCE DUE: | | | \$54.80 |

County Process Service, Inc., - Serving You Since 1980, Thank You for Your Business
 Please Pay from This Invoice

EXHIBIT E

County Process Service, Inc.
 31 E. Julian Street
 San Jose, CA 95112
 Phone: (408) 297-6070
 Fax: (408) 516-9890
 Tax Id 72-1593294

INVOICE

Invoice #COP-2019003769
 4/19/2019

APR 19 REC'D

Moore Law Firm, P.C.
 332 N Second Street
 San Jose, CA 95112

Case Number: Northern 319 CV 01479 TSH

Plaintiff:
Hernandez

Defendant:
Spring Charter Inc., et. al.

Received: 3/23/2019 Served: 3/28/2019 3:05 pm COPRO FED W MAILING
 To be served on: Satnam LLC; Agent: Amandeep Kaur Dhillon

ITEMIZED LISTING

| Line Item | Quantity | Price | Amount |
|------------------------|----------|-------|----------------|
| Service East Palo Alto | 1.00 | 55.00 | 55.00 |
| Mailing | 1.00 | 3.00 | 3.00 |
| Copies @ \$.15/page | 112.00 | 0.15 | 16.80 |
| TOTAL CHARGED: | | | \$74.80 |

BALANCE DUE: \$74.80

EXHIBIT F

**CASp Inspected**

29564 Yosemite Springs Parkway, #4
Coarsegold, CA 93614

559-994-0419

Invoice

| Date | Invoice # |
|-----------|-----------|
| 9/11/2019 | 19062 |

| |
|---|
| Bill To |
| Moore Law Firm 332 N. 2nd Street San Jose, CA 95112 |

| Description | Amount |
|--|-------------------|
| Valley Market & Gas, 2303 Spring Street, Redwood City, CA 94063 Travel, Survey and Report Preparation | 2,590.00 |
| Please remit to above NEW address above. | |
| Total | \$2,590.00 |

EXHIBIT G

ROBERT FERRIS INVESTIGATIONS
CALIFORNIA LICENSE PI 14584
888 NORTH FIRST STREET, SUITE 313
SAN JOSE, CALIFORNIA 95112
(408) 320-5711
FERRISAGENCY@GMAIL.COM

INVOICE

| Terms | |
|----------------|-------------|
| Due on receipt | |
| Date | Invoice No. |
| 04/13/19 | 2009 |

| Bill To | Assignment |
|--|--|
| Tanya Moore c/o Mission Law 332 N. 2nd St. San Jose, CA 95112 | ADA Pre-Filing MARCH 2019 Operative: Rick Moore |

| Represented Party |
|-------------------|
| |

| Description | Amount |
|---|--------|
| 6768: Valley Market & Gas, 2303 Spring St, Redwood City | 154.35 |
| GSA Rate Mileage Charge | 26.53 |

| | | |
|-------------------------------|-------|----------|
| Thank you for your patronage. | Total | \$180.88 |
|-------------------------------|-------|----------|

EXHIBIT H

USAO ATTORNEY'S FEES MATRIX — 2015-2020*Revised Methodology starting with 2015-2016 Year*

Years (Hourly Rate for June 1 – May 31, based on change in PPI-OL since January 2011)

| Experience | 2015-16 | 2016-17 | 2017-18 | 2018-19 | 2019-20 |
|-------------------------|---------|---------|---------|---------|---------|
| 31+ years | 568 | 581 | 602 | 613 | 637 |
| 21-30 years | 530 | 543 | 563 | 572 | 595 |
| 16-20 years | 504 | 516 | 536 | 544 | 566 |
| 11-15 years | 455 | 465 | 483 | 491 | 510 |
| 8-10 years | 386 | 395 | 410 | 417 | 433 |
| 6-7 years | 332 | 339 | 352 | 358 | 372 |
| 4-5 years | 325 | 332 | 346 | 351 | 365 |
| 2-3 years | 315 | 322 | 334 | 340 | 353 |
| Less than 2 years | 284 | 291 | 302 | 307 | 319 |
| Paralegals & Law Clerks | 154 | 157 | 164 | 166 | 173 |

Explanatory Notes

1. This matrix of hourly rates for attorneys of varying experience levels and paralegals/law clerks has been prepared by the Civil Division of the United States Attorney's Office for the District of Columbia (USAO) to evaluate requests for attorney's fees in civil cases in District of Columbia courts. The matrix is intended for use in cases in which a fee-shifting statute permits the prevailing party to recover "reasonable" attorney's fees. *See, e.g.*, 42 U.S.C. § 2000e-5(k) (Title VII of the 1964 Civil Rights Act); 5 U.S.C. § 552(a)(4)(E) (Freedom of Information Act); 28 U.S.C. § 2412(b) (Equal Access to Justice Act). The matrix has not been adopted by the Department of Justice generally for use outside the District of Columbia, or by other Department of Justice components, or in other kinds of cases. The matrix does **not** apply to cases in which the hourly rate is limited by statute. *See* 28 U.S.C. § 2412(d).
2. A "reasonable fee" is a fee that is sufficient to attract an adequate supply of capable counsel for meritorious cases. *See, e.g., Perdue v. Kenny A. ex rel. Winn*, 559 U.S. 542, 552 (2010). Consistent with that definition, the hourly rates in the above matrix were calculated from average hourly rates reported in 2011 survey data for the D.C. metropolitan area, which rates were adjusted for inflation with the Producer Price Index-Office of Lawyers (PPI-OL) index. The survey data comes from ALM Legal Intelligence's 2010 & 2011 Survey of Law Firm Economics. The PPI-OL index is available at <http://www.bls.gov/ppi>. On that page, under "PPI Databases," and "Industry Data (Producer Price Index - PPI)," select either "one screen" or "multi-screen" and in the resulting window use "industry code" 541110 for "Offices of Lawyers" and "product code" 541110541110 for "Offices of Lawyers." The average hourly rates from the 2011 survey data are multiplied by the PPI-OL index for May in the year of the update, divided by 176.6, which is the PPI-OL index for January 2011, the month of the survey data, and then rounding to the nearest whole dollar (up if remainder is 50¢ or more).
3. The PPI-OL index has been adopted as the inflator for hourly rates because it better reflects the mix of legal services that law firms collectively offer, as opposed to the legal services that typical consumers use, which is what the CPI-

Legal Services index measures. Although it is a national index, and not a local one, *cf. Eley v. District of Columbia*, 793 F.3d 97, 102 (D.C. Cir. 2015) (noting criticism of national inflation index), the PPI-OL index has historically been generous relative to other possibly applicable inflation indexes, and so its use should minimize disputes about whether the inflator is sufficient.

4. The methodology used to compute the rates in this matrix replaces that used prior to 2015, which started with the matrix of hourly rates developed in *Laffey v. Northwest Airlines, Inc.* 572 F. Supp. 354 (D.D.C. 1983), *aff'd in part, rev'd in part on other grounds*, 746 F.2d 4 (D.C. Cir. 1984), *cert. denied*, 472 U.S. 1021 (1985), and then adjusted those rates based on the Consumer Price Index for All Urban Consumers (CPI-U) for the Washington-Baltimore (DC-MD-VA-WV) area. The USAO rates for years prior to and including 2014-15 remains the same as previously published on the USAO's public website.
5. The various "brackets" in the column headed "Experience" refer to the attorney's years of experience practicing law. Normally, an attorney's experience will be calculated starting from the attorney's graduation from law school. Thus, the "Less than 2 years" bracket is generally applicable to attorneys in their first and second years after graduation from law school, and the "2-3 years" bracket generally becomes applicable on the second anniversary of the attorney's graduation (*i.e.*, at the beginning of the third year following law school). See *Laffey*, 572 F. Supp. at 371. An adjustment may be necessary, however, if the attorney's admission to the bar was significantly delayed or the attorney did not otherwise follow a typical career progression. See, *e.g.*, *EPIC v. Dep't of Homeland Sec.*, 999 F. Supp. 2d 61, 70-71 (D.D.C. 2013) (attorney not admitted to bar compensated at "Paralegals & Law Clerks" rate); *EPIC v. Dep't of Homeland Sec.*, 982 F. Supp. 2d 56, 60-61 (D.D.C. 2013) (same). The various experience levels were selected by relying on the levels in the ALM Legal Intelligence 2011 survey data. Although finer gradations in experience level might yield different estimates of market rates, it is important to have statistically sufficient sample sizes for each experience level. The experience categories in the current USAO Matrix are based on statistically significant sample sizes for each experience level.
6. ALM Legal Intelligence's 2011 survey data does not include rates for paralegals and law clerks. Unless and until reliable survey data about actual paralegal/law clerk rates in the D.C. metropolitan area become available, the USAO will compute the hourly rate for Paralegals & Law Clerks using the most recent historical rate from the USAO's former *Laffey* Matrix (*i.e.*, \$150 for 2014-15) updated with the PPI-OL index. The formula is \$150 multiplied by the PPI-OL index for May in the year of the update, divided by 194.3 (the PPI-OL index for May 2014), and then rounding to the nearest whole dollar (up if remainder is 50¢ or more).
7. The attorney's fees matrices issued by the United States Attorney's Office are intended to facilitate the settlement of attorney's fees claims in actions in which the United States may be liable to pay attorney's fees to the prevailing party and the United States Attorney's Office is handling the matter. The United States Attorney's Office is presently working with other parties to develop a revised rate schedule, based upon current, realized rates paid to attorneys handling complex federal litigation in the District of Columbia federal courts. This effort is motivated in part by the D.C. Circuit's urging that "both the plaintiff and defense sides of the bar" should "work together and think creatively about how to produce a reliable assessment of fees charged for complex federal litigation in the District." *D.L. v. District of Columbia*, 924 F.3d 585, 595 (D.C. Cir. 2019). This new matrix should address the issues identified by the majority in *D.L.*, but it is expected that it will be some time before a new matrix can be prepared. In the interim, for matters in which a prevailing party agrees to payment pursuant to the matrices issued by the United States Attorney's Office, the United States Attorney's Office will not demand that a prevailing party offer the additional evidence that the law otherwise requires. See *Eley*, 793 F.3d at 104 (quoting *Covington v. District of Columbia*, 57 F.3d 1101, 1109 (D.C. Cir. 1995)) (requiring "evidence that [the] 'requested rates are in line with those prevailing in the community for similar services'").